

THE ASSIGNOR covenants and agrees as follows:

1. The Assignor will fulfill or perform each and every condition and covenant of the lease by Lessee to be fulfilled or performed; give prompt notice to the Assignee of any notice of default by the Lessee under the lease received by the Assignor, together with a complete copy of any such notice; at the sole cost and expense of the Assignor, enforce, short of termination of the lease, the performance or observance of each and every covenant and condition of the lease by the Lessee to be performed or observed; not modify or in any way alter the terms of the lease; not terminate the term of the lease nor accept a surrender thereof unless required to do so by the terms of the lease; not anticipate the rents thereunder for more than thirty days prior to accrual; and not waive or release the Lessee from any obligations or conditions by the Lessee to be performed.

2. The rights assigned hereunder include all the Assignor's right and power to modify the lease or to terminate the term or to accept a surrender thereof or to waive, or release the Lessee from, the performance or observance of the Lessee of any obligation or condition thereof or to anticipate rents thereunder for more than thirty days prior to accrual.

3. At the Assignor's sole cost and expense, the Assignor will appear in and defend any action growing out of or in any manner connected with the lease or the obligations or liabilities of the Lessor, Lessee or any guarantor thereunder.

4. Should the Assignor fail to make any payment or to do any act as herein provided, then the Assignee, but without obligation to do and without notice to or demand on the Assignor and without releasing the Assignor from any obligation herein, may make or do the same, including specifically, without limiting its general powers, appearing in and defending any action purporting to effect the security hereof or the rights or powers of the Assignee and performing any obligation of the Lessor in the lease contained, and in exercising any such powers paying necessary costs and expenses employing counsel and incurring and paying reasonable attorney's fees; and the Assignor will pay immediately upon demand all sums expended by the Assignee under the authority hereof, and the same shall be added to said indebtedness and shall be secured hereby and by the aforesaid security instruments.

5. The whole of said indebtedness shall become due (a) upon the election of the Assignee to accelerate the maturity of the indebtedness pursuant to the provisions of the Note or any instrument which may be held by the Assignee as security for the indebtedness, or (b) at the option of the Assignee, after any attempt by the Assignor to exercise any of the rights described in paragraph 2 or after any default by the Assignor hereunder and the continuance of such default for ten days after notice and demand.

6. After any attempt by the Assignor to exercise any of the rights described in paragraph 2 or after any default by the Assignor in the payment of said indebtedness or in the performance of any obligation of the Assignor herein in any instrument securing said indebtedness, the Assignee, at its option, without notice, irrespective of whether declaration of default has been delivered, and without regard to the adequacy of security for the indebtedness hereby secured, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a Court, may enter upon, take possession of, and operate the premises, make, enforce, modify and accept the surrender of, leases, obtain and evict tenants, fix or modify rents, and do any acts which the Assignee deems proper to protect the security hereof until all indebtedness secured hereby is paid in full, and either with or without taking possession of the premises, in its own name sue for or otherwise collect and receive all rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby in such order as the Assignee may determine. Any income received from the premises by the Assignee in excess of the amount necessary to meet all obligations of the Assignor hereunder and to pay all indebtedness due including any accelerated indebtedness, and the amount estimated by the Assignee to be necessary to meet such obligations and make such payments for the subsequent six months period, shall be paid by the Assignee to the Assignor promptly after the expiration of each six months period following the date of such entry. The entering upon and taking possession of said property, the collection of such rent, issues and profits and the